

Creative Arts Center
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the "Release") is made and given by the undersigned who is being admitted entering the premises of Art of the Lakes Creative Arts Center (herein, "Company") located at 112 Main St. W, Battle Lake, MN, which premises are used as a community art center (the "Facility"). The undersigned (herein, "Participant") desires to enter the Facility to use the property and equipment for tasks including but not limited to Ceramics, Stained and Fused Glass, Painting, Drawing, and Sculpture. Participant acknowledges and agrees that this Release is required as a condition to entering and/or using the Facility. This Release shall be effective on the date of execution and delivery by Participant (or Guardian, as defined below, if applicable).

NOW, THEREFORE, in consideration of Company permitting Participant to enter into the Facility, Participant (and Guardian, if applicable), for himself or herself, his or her personal representatives, heirs, and next of kin, and in consideration for being permitted to enter and use the Facility and the equipment located there for woodworking, or otherwise being permitted to enter for any purpose any area within the Facility, agrees to the following:

- 1. Acknowledgment by Participant.** Participant acknowledges, agrees and represents that they will immediately upon entering the Facility, and will continuously thereafter, inspect any portion of the Facility which they enters and Participant further agrees and warrants that, if at any time, they feels any activity or condition within the Facility to be unsafe, Participant will immediately advise Company representatives of such and will immediately cease participating in such activity and will vacate the Facility. Participant further acknowledges and represents that (a) Participant has read this Release and has been afforded the opportunity to confer or speak with an attorney; and (b) Participant shall always follow the rules and regulations for entry and use of the Facility, as the same may be established or modified by the Company from time to time. Participant may be asked to leave the Facility at any time and for any reason.
- 2. Minor Consent.** If Participant is under the age of eighteen (18) years old, the parent or legal guardian of Participant (in either event, the "Guardian") must execute this Release on behalf of Participant prior to Participant's entry and use of the Facility.
- 3. General Waiver and Release.** Participant (and Guardian, if applicable), for himself or herself, his or her personal representatives, assigns, heirs and next of kin, hereby releases, waives, discharges and covenants not to sue, Company, the Facility operators, Company members, managers, employees, agents, contractors, officials, other participants using the Facility, rescue personnel, sponsors, and any Event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the Facility or the Participants use thereof, and each of them, their owners, directors, officers, agents, and employees (all of the purposes herein referred to as the "Released Parties") from any and all liability and obligation whatsoever, for any loss or damage to any person or

property, and for any claims or demands therefor, on account of injury to any person or property or on account of any death of Participant arising or related to the use of the Facility, or otherwise occurring in the Facility, whether caused by the negligence or willful misconduct of the Released Parties or otherwise.

4. **No Duty to Supervise.** Participant understands that there is no one supervising at the Facility at some times, and no obligation to have anyone always supervising. Participant acknowledges that they are aware that the Company assumes no duty to have anyone supervise the activities of any individual within the Facility. Company assumes no liability for the acts or omissions of any such individuals. Consumption of alcohol and drugs while using the Facility is strictly prohibited. Participant will be asked to exit the Facility without refund if Participant is found or suspected of using alcohol or drugs there, or of being under the influence while there. Also, if Participant is behaving in a manner that might be putting others in danger, or is offensive to others, Participant will be asked to leave the Facility.

5. **Indemnification by Participant.** Participant hereby agrees to indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage, or cost the Released Parties may incur arising out of or related to the Participant's use of the Facility, and whether caused by the negligence of the Released Parties or otherwise.

6. **Assumption of Risk.** Participant hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the use of the Facility, whether caused by the negligence of Released Parties or otherwise.

7. **Loss and Damage.** Participant shall be responsible for all damage to property belonging to the Company or any other third-party to the extent caused by any act or omission of the Participant, its agents or employees. The Participant shall be responsible for repairing any damaged property and shall pay the costs therefor.

8. **Severability.** If any provision of this Release is held invalid or unenforceable, such provision shall be severed and the balance of this Release shall remain valid and enforceable. Nothing contained herein shall be construed to require the commission of any act contrary to law, and where there is any conflict between any provision herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but the provision of this Release affected shall be limited only to the extent necessary to bring it within the requirements of such statute, law, ordinance, or regulation.

9. **Successors and Assigns.** This Release shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Release.

10. **Governing Law.** This Release shall be construed under and in accordance with the laws of the State of Minnesota. All claims related to this Release, or Participant's use of the Facility, or any

claims related thereto, shall be initiated, and maintained only in State Courts of the State of Minnesota located in Otter Tail County, Minnesota.

11. **Entire Agreement.** This agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreement between the Parties respecting the subject matter of this Agreement.

PARTICIPANT REPRESENTS AND WARRANTS THAT HE OR SHE HAS CAREFULLY READ THIS RELEASE, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED THE RELEASE FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, DURESS, ASSURANCE, OR GUARANTEE BEING MADE BY THE FACILITY AND INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN OF SAID MINOR SHALL BE REQUIRED TO EXECUTE THIS RELEASE.

WAIVER OF JURY TRIAL

EACH PARTY TO THIS RELEASE, ON BEHALF OF SUCH PARTY AND SUCH PARTY'S HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL UPON ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, COUNTERCLAIM, SETOFF, DISPUTE OR DISAGREEMENT ARISING OUT OF THIS RELEASE, PARTICIPANT'S USE OF THE FACILITY, OR FOR ENFORCEMENT OF ANY OF THE PROVISIONS OF THIS RELEASE, OR WHICH IS IN ANY MANNER OR WAY RELATED TO THIS RELEASE OR USE OR OPERATION OF THE FACILITY. TRIAL BY JURY ON ANY SUCH MATTERS SHALL BE AND THE SAME IS HEREBY WAIVED. THE PARTIES CONSENT TO A TRIAL AS TO ALL SUCH MATTERS IN A COURT TRIED, JUDGE TRIED CASE AND WAIVE ANY JURY, RIGHT TO A JURY OR A REQUIREMENT FOR A JURY.

Printed Name of Participant (or Parent or Guardian if a minor) Date of Birth

Signature (or Parent or Guardian if a minor) Date

Mailing Address

City State Zip

Phone Number E-Mail